

**TITLE: USAID/SUDAN FIELD OFFICE COMPOUND RENOVATIONS IN JUBA, SOUTH SUDAN**

You are invited to submit a proposal/bid in accordance with the requirements of the following Solicitation:  
☒ Request for Proposal, ☐ Invitation for Bid. Proposals/Bids must be received by the Government no later than the local time on the Due Date stated in the table below. Potential offerors/bidders are asked to complete and submit a proposal/bid intent form

See Section L (Section C if SF 1449 is used) for proposal/bid instructions

**ALL AMENDMENTS TO THIS SOLICITATION WILL BE MADE AVAILABLE THROUGH THE GOVERNMENT HOMEPAGE AT K:/AAMS/SYSTEM32/HELP/WEBTRAIN/USAID.HTM**

**IT IS THE OFFEROR'S RESPONSIBILITY TO CHECK THIS SITE PERIODICALLY FOR OFFICIAL UPDATES/ AMENDMENTS TO THE SOLICITATION.**

Solicitation Number:	RFP-623-P-00-06-00001
Issue Date:	October 07, 2005
Due Date:	November 07, 2005
Time:	5.00. p.m. Kenya Time
Program Office:	Executive Office
Contracting Officer:	
Contact Point:	Michael Sampson
Phone:	254-20-8622000
Fax:	254-20-8622680/81/82
E-Mail:	<a href="mailto:msampson@usaid.gov">msampson@usaid.gov</a> c.c.rchisholm@usaid.gov
Set Aside:	

**PERTINENT TECHNICAL SECTIONS OF SOLICITATION**

Offerors are encouraged to carefully read the entire Solicitation by scrolling downward. The Solicitation includes all pertinent technical sections imbedded in the document as well as the terms, conditions and instructions required for submitting a proposal. For your convenience, the pertinent technical sections of the Solicitation have also been linked directly below (in WordProcessing and Adobe PDF format):

Statement of Work – See attached section C

<b>SOLICITATION, OFFER AND AWARD</b> <b>(Construction, Alteration, or Repair)</b>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	RFP-623-P-00-06-00001	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	10-07-2005	49

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY	CODE	8. ADDRESS OFFER TO	
USAID/SUDAN FIELD OFFICE EXO-PROCUREMENT OFFICE ICIPE DUDVILLE COMPLEX P.O. BOX 629, VILLAGE MARKET 00621, NAIROBI KENYA PH:254-20-8622000 FX:254-20-862680/81/82		USAID/SUDAN FIELD OFFICE EXECUTIVE OFFICE ICIPE DUDVILLE COMPLEX P.O. BOX 629, VILLAGE MARKET 00621, NAIROBI KENYA PH:254-20-8622000 FX:254-20-862680/81/82 ATTN:MICHAEL SAMPSON	
9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)	

#### SOLICITATION

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

SOLICITATION NO. RFP-623-P-00-06-00001 DATED OCTOBER 07, 2005 FOR USAID /SUDAN FIELD OFFICE COMPOUND RENOVATIONS IN JUBA, SOUTH SUDAN

11. The Contractor shall begin performance within 30 calendar days and complete it within 90 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See \_\_\_\_\_.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.)	12B. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	5

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 5.00. P.M. (hour) local time NOVEMBER 07, 2005 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference
- D. Offers providing less than 10 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER(Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )

26. ADMINISTERED BY

CODE

MICHAEL SAMPSON  
EXECUTIVE OFFICE/SUDAN FIELD OFFICE  
ICIPE DUDUVILLE COMPLEX  
P.O. BOX 629, VILLAGE MARKET  
00621, NAIROBI KENYA  
PH:254-20-8622000, FX:254-20-862680/81/82

27. PAYMENT WILL BE MADE BY

THE OFFICE OF CONTROLLER  
REDSO/ESA/RFMC  
P.O. BOX 629, VILLAGE MARKET  
00621, NAIROBI, KENYA

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses representations, certification, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

BY

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## **PART I - THE SCHEDULE**

### **SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

#### **B.1 PURPOSE**

The purpose of this contract is:

Renovate and remodel an existing residential compound consisting of 4 houses and 1 guest house, improvements to cafeteria and kitchen area, recreation area, and external works including parking, pathways, and install security upgrades as specified. Renovate and remodel the existing GSO/Office compound consisting of an office, outside meeting room, warehouse, mechanics' area, gas station, external works including parking, pathways, and install security upgrades as specified. The site is located in Juba, Sudan.

#### **B.2 PRICE SCHEDULE**

Line Item	Description	Quantity	Unit Price	Total Price
1	Renovation and remodel existing compound and related external works in terms of the solicitation	1	Job	
2	Install/construct security upgrades as specified in this SOW	1	Job	
3	Security Walls	1	Job	
4	Roads	1	Job	

## **SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **General**

The USAID Sudan Field Office based in Nairobi, Kenya plan to move to Juba, Sudan. In the interim USAID will renovate/remodel and implement security upgrades to our two existing residential and GSO/Office compounds in Juba. The two existing USAID compounds will be used for temporary duty assignments until a new USAID office and residential compound is completed.

The structures on the compounds shall be fully functional on or before the prescribed dates. The compounds shall be designed and constructed, to the maximum extent possible for renovation, in accordance with current British or American Design Standards and U.S. Federal safety, security, and ecological standards.

### **Background**

The existing two USAID compounds in Juba were built in the late 70s and 80s using conventional building methods and materials found in the region. No major renovations have been done on either compound during this period. Although minor repairs have been conducted during the last 30 plus years; the two existing compounds need remodeling/renovations and security upgrades to meet an acceptable safety and security standard for occupancy.

### **Location**

The site is located in Juba, Sudan.

### **Summary of Work**

In general the work in this contract consists of interior and exterior renovation remodeling of the houses, guest house, cafeteria/kitchen, and recreation area and external works including parking lots, pathways, warehouse, mechanic shop, petrol station, meeting tukul and security upgrades as specified on the residential, and GSO/Office compounds.

The contractor shall design and construct the complex in accordance with the requirements stated in Section J, Technical Requirements. The renovation and design shall include:

**The Residential Compound:** The contractor shall renovate/remodel the residential houses and recreation area following materials estimates provided with this scope of work.

**The GSO/Office Compound:** The contractor shall renovate/remodel the offices following the materials estimates provided with this scope of work.

**Externally:** The work shall include the construction of a perimeter security wall with the specification provided in technical requirements. The contractor shall pave driveways and pathways as per the materials estimates provided in this scope of work.

### **Construction Documents**

The contractor shall prepare complete construction drawing, specifications, and design analysis for all work under this document. All construction documents shall be prepared in accordance with the requirements of Section J, Submittals. Submittals shall include schedules, preliminary drawings, final drawings, as-built drawings, and technical specifications.

Workmanship of the complete project shall be commensurate with similar facility complexes constructed by the private sector in the East African region. When developing design documents the contractor is required to use standard commercial products meeting British or American Design Standards and the requirements of this contract. The



contractor's designs and construction must comply with the aforementioned technical standards. These requirements are minimum standards. The contractor shall provide design and construction using the best blend of cost, construction efficiency, system durability, eases of maintenance and environmental compatibility.

The contractor is encouraged to propose alternate design or product (equipment and material) standards that are more commonly used in the East African region that will be equally or more cost effective or will allow for more timely completion, but which furnish the same system durability, ease of maintenance and environmental compatibility. The contractor shall submit sufficient information to allow the Contracting Officer and CTO or his designee to make a comparison of any proposed alternatives. All variations must be approved by the Contracting Officer.

The contractor shall use Microsoft Project (project tracking software) and shall provide weekly updates by email attachment.

**[FOR THIS SOLICITATION, THERE ARE NO CLAUSES IN THIS SECTION]**

## **SECTION D - PACKAGING AND MARKING**

### **D.1 AIDAR 752.7009 MARKING (JAN 1993)**

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996

### **E.2 INSPECTION AND ACCEPTANCE**

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at: Juba South Sudan or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

## **SECTION F - DELIVERIES OR PERFORMANCE**

## **F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.211-13	TIME EXTENSIONS	SEP 2000
52.242-14	SUSPENSION OF WORK	APR 1984

## **F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 30 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 90 calendar days after receipt of award. The time stated for completion shall include final cleanup of the premises.

## **F.3 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000) ALTERNATE I (APR 1984)**

(a) If the Contractor fails to complete each separate part or stage of the work within the time specified in the contract for that part or stage, or any extension, the Contractor shall pay to the Government as liquidated damages the following amounts:

PART OR STAGE OF THE WORK	LIQUIDATED DAMAGES FOR EACH DAY OF DELAY
	US\$ 1,000 per day

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

## **F.4 DELIVERY SCHEDULE**

The work will commence within 30 calendar days of the award of the contract and the notice to proceed.

## **F.5 PERIOD OF PERFORMANCE**

The period of performance for this contract is 90 calendar days after receiving notice to proceed.

## **F.6 PERFORMANCE STANDARDS**

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C, Tangible Results and Deliverables, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

## **F.7 REPORTS AND DELIVERABLES OR OUTPUTS**

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

## **F.8 PROGRESS REPORTING REQUIREMENTS**

The contractor will submit an itemized statement of work done on a format approved by the Contracting Officer and with quantities approved by and agreed to by the Contracting Officer by the 1<sup>st</sup> day of each month.

## **F.9 LEVEL OF EFFORT**

(a) The contractor shall devote person-hours level of effort of direct employee, consultant, or subcontractor labor for the period specified in the clause, Period of Performance, above. This total level of effort is organized by labor category below.

(b) The number of person-hours for any labor category may be used in any other labor category, subject to the prior written approval or direction of the CTO. Once the level of effort has been fully expended, this contract is complete.

(c) The level of effort by labor category is given in Attachment.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 ADMINISTRATIVE CONTRACTING OFFICE**

The Executive Office is:

The Executive Office/Sudan Field Office  
ICIPE Duduville Complex  
P.O. Box 629, Village Market  
00621, Nairobi, Kenya  
Ph:254-20-8622000  
Fx:254-20-8622680/81/82

### **G.2 COGNIZANT TECHNICAL OFFICER (CTO)**

The Cognizant Technical Officer is The Executive Officer or his designee at:

The Executive Office/Sudan Field Office  
ICIPE Duduville Complex  
P.O. Box 629, Village Market  
00621, Nairobi, Kenya  
Ph:254-20-8622000  
Fx:254-20-8622680/81/82

### **G.3 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

**LIMITATIONS:** The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

#### **G.4 PAYING OFFICE**

The paying office for this contract is:

The Office of Controller  
REDSO/ESA/RFMC  
ICIPE Duduville Complex  
P.O. Box 629, Village Market  
00621, Nairobi, Kenya  
Ph:254-20-8622000  
Fx:254-20-8622680/81/82

#### **G.5 ACCOUNTING AND APPROPRIATION DATA**

Budget Fiscal:

Operating Unit:

Strategic Objective:

Team/Division:

Benefiting Geo Area:

Object Class:

Amount Obligated:

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 INSURANCE AND SERVICES**

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance must be provided and acceptable to The Contracting Officer.

(b) Pursuant to AIDAR 752.228-70 Medical Evacuation and insurance coverage must be provided and acceptable to The Contracting Officer.

### **H.2 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this contract is 935

### **H.3 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES**

The Contractor is hereby authorized to purchase the following equipment and/or resources:  
N/A

### **H.4 LOGISTIC SUPPORT**

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

### **H.5 LANGUAGE REQUIREMENTS**

Contractor Key personnel and/or consultant shall have English language proficiency to perform technical services.

### **H.6 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT**

The Contractor's subcontracting plan dated is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development  
Office of Small and Disadvantaged Business  
Utilization  
Room 7.08 RRB  
Washington, D.C. 20523



## **H.7 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)**

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

## **H.8 REPORTING OF FOREIGN TAXES**

(a) Final and Interim Reports. The Contractor must annually submit two reports: (i) An interim report by November 17; and (ii) A final report by April 16 of the next year.

(b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa). (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. (vii) The final report is an updated cumulative report of the interim report. (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (ix) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to: The Executive Officer or his designee.

(e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements. (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

## **PART II - CONTRACT CLAUSES**

### **SECTION I - CONTRACT CLAUSES**

#### **I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER

TITLE

DATE

# FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-3	CONVICT LABOR	JUN 2003
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	AUG 2003
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAR 2005
52.227-4	PATENT INDEMNITY--CONSTRUCTION CONTRACTS	APR 1984
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-11	PLEDGES OF ASSETS	FEB 1992
52.228-14	IRREVOCABLE LETTER OF CREDIT	DEC 1999
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984

52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-13	BANKRUPTCY	JUL 1995
52.243-4	CHANGES	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	DEC 2004
52.248-3	VALUE ENGINEERING--CONSTRUCTION	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (SEP 1996)	SEP 1996
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997
752.7035	PUBLIC NOTICES	DEC 1991

## **I.2 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUL 2005)**

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment; and

(ii) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[ ] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

#### **I.4 52.228-1 BID GUARANTEE (SEP 1996)**

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 100% percent of the bid price.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

#### **I.5 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)**

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.



(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost- reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

## **I.6 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) ALTERNATE II (APR 1984)**

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Contracting Officer is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed."

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's

approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

## **I.7 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)**

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(k) Retainage: 10% of the monthly estimates will be held until the end of the contract. 5% of this will be released upon satisfactory completion of the work as approved by the Contracting Officer. At the end of one year warranty the 5% remainder of the retainage will be released.

## **I.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

### **752.242-70 Periodic Progress Reports**

See CIB 98-21.

## **I.9 COMMUNICATIONS PRODUCTS (OCT 1994)**

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

### **PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

#### **SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
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ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

A hard copy is attached at the end of this document;however, for an electronic version, please locate the form at [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/)

ATTACHMENT 4 - CERTIFICATE OF CURRENT COST AND PRICING DATA

A hard copy is attached at the end of this document;however, for an electronic version, please locate the form at [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/)

### **PART IV - REPRESENTATIONS AND INSTRUCTIONS**

#### **SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

##### **K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS

INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.236-28	PREPARATION OF PROPOSALS--CONSTRUCTION	OCT 1997

## K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies. (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes: ☐ (i) Paragraph (b) applies. ☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

----- FAR Clause #	Title	Date	Change ----
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

## K.3 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

## K.4 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and ☐ agrees to the terms and conditions set forth therein; or ☐ has the following exceptions (continue on a separate attachment page, if necessary):

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## **K.5 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS**

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

## **K.6 SIGNATURE**

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. \_\_\_\_\_

Offer/Proposal No. \_\_\_\_\_

Date of Offer \_\_\_\_\_

Name of Offeror \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)	MAY 2001



52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	OCT 2000
52.225-10	NOTICE OF BUY AMERICAN ACT REQUIREMENT -- CONSTRUCTION MATERIALS	MAY 2002
52.232-13	NOTICE OF PROGRESS PAYMENTS	APR 1984

## **L.2 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a (Firm Fixed Price) contract resulting from this solicitation.

## **L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address/Courier/Mailing Address:

The Executive Office/Sudan Field Office  
 ICIPE Duduville Complex  
 P.O. Box 629, Village Market  
 00621, Nairobi, Kenya  
 Ph:254-20-8622000  
 Fx:254-20-8622680/81/82

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

## **L.4 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be scheduled through the The Executive Office, USAID/Khartoum, Sudan. Point of contact Jacque – Galdas Poole – phone number 249912353665

## **L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

## **L.6 GENERAL INSTRUCTIONS TO OFFERORS**

(a) The offeror should submit the proposal either

(i) electronically - internet email with up to attachments (2MB limit) per email compatible with MS WORD, Excel, Lotus 123 and/or WordPerfect in a MS Windows environment. Only those pages requiring original manual signatures should be sent via facsimile. (Facsimile of the entire proposal is not authorized); or

(ii) via regular mail - sending paper copies of a technical proposal and one original and copies of a cost proposal, however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or

(iii) hand delivery (including commercial courier) of paper copies of a technical proposal and one original and copies of a cost proposal to the issuing office.

(iv) Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(b) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

(c) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

## **L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

(a) The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

(b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal.

(c) Detailed information should be presented only when required by specific RFP instructions. Proposals are limited to 40 pages, OVER 40 PAGES WILL NOT BE EVALUATED, and shall be written in English and typed on standard 8 1/2" x 11" paper (216mm by 297mm paper), single spaced, 10 characters per inch with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes, reply to case studies, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) are not included in the 40-page limitation.

(d) The technical proposal should, at a minimum, include the following:

## **L.8 INSTRUCTIONS REGARDING KEY PERSONNEL**

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

## **L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL**

### **L.10 SMALL BUSINESS PARTICIPATION**

(a) As part of the evaluation of past performance in Section M.XX of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and past contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract.

In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:

1. Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar small business incentive programs set out in your contract(s).

2. To supplement the narrative summary in 1. above, provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past three years.

3. Provide us with the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her phone number, and e-mail address for each.

4. USAID reserves the right to obtain past performance information from other sources, including any SB concern you have not named [per (a)2.] or government agency.

(b) Small business concerns will not be evaluated favorably or unfavorably (consistent with FAR 15.305(a)(2)(iv)).

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 EVALUATION CRITERIA**

Technical, cost and other factors will be evaluated relative to each other, as described herein.

- (a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.
- (b) The cost proposal will be scored by the method described in this Section.

USAID reserves to reject or accept any bid that is not responsive to the SOW and technical requirements. The acceptance of the contractor's proposal will be based on:

- The history, reputation and experience of the contractor doing similar work (10 points)
- The contractor's current skills and capability (15 points)
- Financial capability and financial references (15 points)
- Sudanese ownership or participation (10 points)
- Head office staff and staff for the project (10 points)
- Equipment (10 points)
- Submitted plan for local hiring and capacity building (15 points)
- Skill and capabilities (15 points)

The contractor will provide all of the above information with his proposal. If a price seems out of line USAID reserves the right to negotiate a reduced price with the contractor.

### **M.2 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD**

(a) Competitive Range: If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

(b) Award: In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation.

### **M.3 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES**

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

### **M.4 SMALL BUSINESS PARTICIPATION**

Past performance of offerors in using SB concerns (insert weight)

Offers from small business concerns will not be evaluated against this factor.

### **ATTACHMENT 2**

### **USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET**

## CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name (Last, First, Middle)		2. Contractor's Name	
3. Employee's Address (include ZIP code)		4. Contract Number	
		5. Position Under Contract	
		6. Proposed Salary	
		7. Duration of Assignment	
8. Telephone Number (include area code)	9. Place of Birth		10. Citizenship (if non-U.S. citizen, give visa status)

11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment						
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12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY (See Instructions on Reverse)		
NAME AND LOCATION OF INSTITUTE	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading

14. EMPLOYMENT HISTORY				
1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment. 2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.				

POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Annual Salary
		From	To	Dollars

15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)					
SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Days at Rate	Daily Rate in Dollars
		From	To		

16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.	
Signature of Employee	Date

17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)	
Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.	
Signature of Contractor's Representative	Date

## INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. 'S' indicates speaking ability and 'R' indicates reading ability. For more in depth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3. General professional proficiency

S Able to speak the Language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

## PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances, the educational information provides an indication of qualifications, the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

## PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development  
Procurement Policy Division (M/OP/P)  
Washington, DC 20523-1435,  
and  
Office of Management and Budget  
Paperwork Reduction Project (0412-0520)  
Washington, DC 20503

## ATTACHMENT 4

### CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_.\*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

FIRM \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE OF EXECUTION\*\*\* \_\_\_\_\_

\* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

\*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

\*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when price negotiations were concluded and the contract price was agreed to.



## ADDENDUM I

### TECHNICAL: REQUIREMENTS FOR DESIGN AND BUILD CONTRACT

#### 1. GENERAL:

- 1.1 The Contractor's design and construction must comply with technical standards contained herein. These requirements are minimum standards. The contractor may exceed the minimum standards but should minimize overall project costs. Contractor costs, construction efficiency, system durability, ease of maintenance and environmental compatibility should be equitably balanced to arrive at a quality project delivered on schedule. The contract will be a firm fixed price contract which the contractor will supply all labor, equipment and consumable materials to complete the work. USAID will supply all permanent materials.
- 1.2 The Contractor will provide all housing, transport, food, medical services, clothing, including required safety gear for all of his staff. Costs of visas and all travel documents will be borne by the contractor. The contractor will provide housing and food for two inspectors provided by USAID who will inspect the works to insure the work is done to the required standards. The contractor will also include in his price \$10,000 for the inspectors costs.
- 1.3 Contractor will provide sufficient manpower and equipment to complete the works in 90 days. Contractor will be expected to commence work within 30 days of the award of the contract and notice to proceed.
- 1.4 USAID reserves to reject or accept any bid that is not responsive to the SOW and technical requirements. The acceptance of the contractor's proposal will be based on:
- The history, reputation and experience of the contractor doing similar work (10 points)
  - The contractor's current skills and capability (15 points)
  - Financial capability and financial references (15 points)
  - Sudanese ownership or participation (10 points)
  - Head office staff and staff for the project (10 points)
  - Equipment (10 points)
  - Submitted plan for local hiring and capacity building (15 points)
  - Skill and capabilities (15 points)

The contractor will provide all of the above information with his proposal. If a price seems out of line USAID reserves the right to negotiate a reduced price with the contractor.

- 1.5 Design and product requirements are minimum standards. Floor plans, dimensions and layouts convey minimum standards. The Contractor is encouraged to propose alternate design or product (equipment and material) standards that are more commonly used in the East Africa region; will be equally or more cost effective or allow more timely completion, but furnish the same system durability, ease of maintenance and environmental compatibility. The Contractor will be required to submit information as requested by the Contracting Officer, to make a comparison of the proposed alternate. All variations must be approved in writing by the Contracting Officer to make a comparison of the proposed alternate. References to specifications and figures to specific dimensions or sizes, to equipment, material, article, or patented process by trade name, make, or catalogue number, shall be regarded as establishing standard of quality and shall not be construed as limiting competition.

- 1.6 Where possible in the document, reference is made to U.S. Standards. With the restricted construction time frame, many of the required building components and materials will be procured from within East Africa. In these cases it will be acceptable to refer to British Standards.
- 1.7 Throughout this document the British references to floor levels are adopted, i.e. ground, first, and second.
- 1.8 Contract Clause, Accident Prevention, FAR 52.236-13 references the use of the US Army Corps of Engineers Safety Manual EM 385-1-1 for construction projects. The safety manual shall be used for this contract and can be found on the internet at <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em.htm>.

## 2. CIVIL SITE DEVELOPMENT

The project consists of the renovation and remodeling of four existing residential houses, one guest house, one dining room tukul, a recreation center with swimming pool, and the GSO/Office compound, office building, warehouse, and gas station. The landscaping, grading, drainage, utilities and road reconstruction on a five acre compound will be part of the work. The project will include construction of a fuel station with pumps and a 5,000 gallon underground storage tank. All permanent materials for the construction will be purchased and supplied by USAID. The work will be done on the two existing USAID compounds in Juba, Sudan.

### 2.1 Site Development Design

#### 2.1.1 The design will include as a minimum:

- a. The accuracy of available site plan information cannot be guaranteed. The general area will be surveyed and contour plans produced to show levels at one half meter intervals before and after grading.
- b. Site Plans. The site plan will show the geometric design of the site layout, including applicable dimensions of roads, parking areas, building locations, set back distances, etc. The general area will be graded to allow access and surface water drainage. The subgrade shall be thoroughly compacted and any unacceptable material removed and replaced with satisfactory compacted fill material. The surface of the interior roads and car park will be of a concrete brick or concrete paver provided by USAID.

Pedestrian pathways will be constructed with the same material used in the road construction surface or other locally available brick, concrete or slate if approved by the Contracting Officer. Wheelchair access will be provided to the dining tukul, recreation area, the guest house and at least one of the residential houses.

- c. Utility plans. The Contractor shall design a drainage layout to ensure effective disposal of all surface water and water from roofed areas. The foul drainage system shall be checked and upgraded as appropriate to ensure adequate capacity from the existing buildings. The general road, parkway and pedestrian areas will have a low level solar lighting system installed as approved by the Contracting Officer. Logs or timbers or concrete barriers will protect the solar lighting and the pedestrian walkways in the parking areas.

All buried cabling shall be approved armored cable, directly buried, protected and clearly marked using standard construction methods for buried electrical cable which shall be approved by the Contracting Officer.

- d. Security requirements. The construction of a concrete or concrete and brick perimeter security wall 415 meters long in the main compound and 360 meters long in the GSO compound will be part of the works. The

fence will meet or exceed the requirements of US Department of State Standard Perimeter Details for Type DS-50, drawing CSB S-1.

### 3. ARCHITECTURAL

#### 3.1 General

- 3.1.1 Security Grills shall be provided to the internal sides or external sides of windows and openings on all floors in such a manner that the windows can be opened as directed by the Contracting Officer. Security Grills for doors must be externally mounted with an external and internal locking mechanism. All security bars will be 15.875 (5/8") minimum dimension, square or round, and on maximum 12.7 cm (5") centers in all directions. Bars shall be welded at the intersection of each bar and each bar shall be welded to the frame. The frame shall be constructed of 38.1 mm x 38.1 mm X 4.765 mm (1½" by 1½" by 3/16"). The frame will be anchored to the parent walls using 12.6 mm (½") bolts on 30.48 mm (12") centers. Bolts shall be a minimum of 6.35 mm (2 ½") long. The method of anchoring the bolts to the door frame and window frame must be approved by the Contracting Officer. Burglar bars will be painted with an approved anti-rust paint undercoat and two finishing coats of gloss paint. The material for the security grills will be provided by USAID.
- 3.1.2 All external glazed surfaces will be checked and re-glazed as necessary. In particular the quality of puttying requires checking and possible replacement. Special glass finishes will not be required. The Contractor will use USAID provided 8 mm Mylar film to apply to all internal glazed window surfaces.
- 3.1.3 Solid soffit and suspended ceilings shall be repaired and replaced with matching materials as necessary. Ceiling panels will be replaced and spray painted as necessary.
- 3.1.4 Floor finishes will remain as existing where glazed tiles have previously been fitted. In all other areas any deformities will be made good. Where the floors are concrete ceramic tiles will be furnished by USAID to be installed by the Contractor.
- 3.1.5 Telephone. Telephones and lines will be installed to American Standards.
- 3.1.6 Fire alarms and fire extinguishers will be installed in all buildings.
- 3.1.7 The Contractor shall check and thoroughly test the earth resistivity of all existing lightning protection systems to ensure conformity to appropriate British Standards.
- 3.1.8 All roofs shall be inspected for leaks and repaired or replaced as appropriate. This will include rainwater outlets and pipe work which will require detailed survey to establish effectiveness and capacity. USAID will supply a design and materials for the lightweight steel roof for the exercise room and the bathrooms to be constructed before the work starts.
- 3.1.9 The contractor will bring all existing toilets to a first class condition. This will include the repair or provision (to match existing if practicable) of wash basins, WCs and related fittings including seats and lids. Each toilet will have paper hand towel dispensers, adequate coat hanging hooks and door stops, toilet roll holders, mirrors, and durable liquid soap dispensers. All supply and drainage pipe work will be thoroughly checked, repaired or replaced. Since the water supply system was installed about 30 years ago it is anticipated that most of the water supply pipes and fittings will be replaced.

- 3.1.10 All internal wall, window and door frames, joinery fitting, partition, and where appropriate, ceiling finishes shall be re-painted or re-varnished with a minimum of two coats to ensure full coverage, using a high quality washable paint supplied by the contractor. All surfaces will be scraped and prepared for the paint unless otherwise instructed by the Contracting Officer.
- 3.1.11 External wall, door and frame surfaces will be repainted with a minimum two coats to ensure adequate coverage.
- 3.1.12 Ironmongery (Builder's Hardware). All hinges, door latches and locks, door closers, panic bolts, window latches and stays, door stops, hooks and any other ironmongery items shall be checked, maintained or repaired and replaced with matching or near-matching items. Each door, existing and new, shall be provided with a minimum of three working keys. These items will be supplied by USAID.

#### 4.0 ELECTRICAL

- 4.1 Electrical systems shall conform to and be designed and constructed in accordance with the latest National Electrical Code (NEC), latest editions applicable National Fire Protection Codes (NFPA) codes, and the latest host nation codes.
- 4.2 All electrical wiring and fixtures will be inspected and replaced as necessary to bring the wiring up to current codes.

#### 5.0 Residential Compound Security Upgrades:

- a. Install 15 min FE Grille Work to all windows and doors on existing Guard Booth.
- b. Install a locally manufactured Guard Booth door of 6-mm thick steel with four heavy duty hinges bolted to a 6-mm thick steel angle frame anchored to the concrete wall using 10-mm diameter by 90-mm long Hilty Kwik expansion bolts @ 125-mm O.C. Two 12-mm diameter-sliding bolts will be provided on the inside.
- c. Apply SRWF to the interior side of all glazing (windows) on the Guard Booth.
- d. Vehicle access will have a vehicle inspection section or Sally Port. The Sally Port will have an anti-climb sliding gate incorporated into the new perimeter wall. The minimum height of the gate must be 9 feet (2.75 m). The construction of the gate should be of light weight steel plating and provide locking mechanism when the gate is closed. The gate should be mounted to the perimeter wall using a cantilever design and be manually operated. The gate opening should not exceed 12 feet (3.7 m).
- e. Vehicle access will have an active anti-ram barrier installed to deny access of unauthorized vehicles. USAID will provide the contractor with a Delta IP-500 Crash Beam barrier configured to operate in the manual mode. The contractor will be advised by the Contracting Officer the location and placement of the IP-500 Crash Beam.
- f. Vehicle access will have passive anti-ram barriers installed to trap vehicles in the Sally Port. The passive barriers will be constructed using the planter design. The planter is as pre-cast or poured in place concrete block with openings in the center for the planting of vegetation. Individual units should be 9 ft. long x 3 ft. wide (2.75 m x 915 mm: 0.90 m hard metric equivalent to 915 mm acceptable for these designs only), with a support member located at each end and midway between the two ends. The wall thickness at the attack side of the planter, at both ends and at the support member, should be 12 in. (300 mm). The wall thickness at the non-attack side should be at least 6 in (150 mm). The height of the planter from grade should extend 3 ft. 2 in. (965 mm). In order to provide adequate drainage a 2 in. (50 mm) PVC pipe should be used.

g. Security Compound lighting will be required to illuminate areas around the perimeter wall and structures. At a minimum install 100-watt high-pressure sodium light fixtures on poles spaced at 5-m inside along the perimeter. Light fixtures to be directly on top and 2150-mm above the perimeter wall. Proper lighting shall also be installed in and around all structures.

h. Residential exterior doors shall be of substantial material i.e. solid wood or hollow metal and have viewers and interior sliding dead bolts with no side glass.

i. A residential safe area will be constructed in each house to include the guest house. Preferably bedrooms are selected as safe areas. The door/s of the safe area shall be of substantial material i.e. solid wood or hollow metal and have viewers and interior sliding dead bolts with no side glass. Special considerations for the residential safe area are; selecting a bedroom with a bathroom attached, and emergency communications.

#### 6.0 GSO/Office Compound Security Upgrades:

a. Install 15 min FE Grille Work to all windows and doors on existing Guard Booth.

b. Install pedestrian access adjacent to the existing Guard Booth approximately 3 meter square. This will require the installation of a steel door on the perimeter wall and on the screening area structure. The pedestrian access door will be locally manufactured door of 6-mm thick steel with four heavy duty hinges bolted to a 6-mm thick steel angle frame anchored to the concrete wall using 10-mm diameter by 90-mm long Hilty Kwik expansion bolts @ 125-mm O.C. Two 12-mm diameter-sliding bolts will be provided on the inside. The pedestrian access door will lead into a controlled area to conduct pedestrian screening. A concrete slab will be required on the opposite side of the Guard Booth that faces the vehicle entrance. The area will be enclosed (4 sides and top) using the 15 min forced entry grille work design with the top of the structure covered with a roofing material for in-climate weather or a concrete floor and a roof supported with appropriately designed columns with the remaining structure constructed with Cement Mortar Units (CMU) blocks or brick. The pedestrian screening area will require three 15 amp electrical outlets to operate security equipment.

c. Install a locally manufactured Guard Booth door of 6-mm thick steel with four heavy duty hinges bolted to a 6-mm thick steel angle frame anchored to the concrete wall using 10-mm diameter by 90-mm long Hilty Kwik expansion bolts @ 125-mm O.C. Two 12-mm diameter-sliding bolts will be provided on the inside.

d. Apply SRWF to the interior side of all glazing (windows) on the Guard Booth.

e. Vehicle access will have a vehicle inspection section or Sally Port. The Sally Port will have an anti-climb sliding gate incorporated into the new perimeter wall. The minimum height of the gate must be 9 feet (2.75 m). The construction of the gate should be of light weight steel plating and provide locking mechanism when the gate is closed. The gate should be mounted to the perimeter wall using a cantilever design and be manually operated. The gate opening should not exceed 12 feet (3.7 m).

f. Vehicle access will have an active anti-ram barrier installed to deny access of unauthorized vehicles. USAID will provide the contractor with a Delta IP-500 Crash Beam barrier configured to operate in the manual mode. The contractor will be advised by the Contracting Officer the location and placement of the IP-500 Crash Beam.

g. Vehicle access will have passive anti-ram barriers installed to trap vehicles in the Sally Port. The passive barriers will be constructed using the planter design. The planter is as pre-cast or poured in place concrete block with openings in the center for the planting of vegetation. Individual units should be 9 ft. long x 3 ft. wide (2.75 m x 915 mm: 0.90 m hard metric equivalent to 915 mm acceptable for these designs only), with a support member located at each end and midway between the two ends. The wall thickness at the attack side of the planter, at both ends and at the support member, should be 12 in. (300 mm). The wall thickness at the non-attack side should be at least 6 in (150 mm). The height of the planter from grade should extend 3 ft. 2 in. (965 mm). In order to provide adequate drainage a 2 in. (50 mm) PVC pipe should be used.

- h. Security Compound lighting will be required to illuminate areas around the perimeter wall and structures. At a minimum install 100-watt high-pressure sodium light fixtures on poles spaced at 5-m inside along the perimeter. Light fixtures to be directly on top and 2150-mm above the perimeter wall. Proper lighting shall also be installed in and around all structures.
- i. Office building exterior, and office building Safe Area doors shall be locally manufactured doors of 6-mm thick steel with four heavy duty hinges bolted to a 6-mm thick steel angle frame anchored to the concrete wall using 10-mm diameter by 90-mm long Hilty Kwik expansion bolts @ 125-mm O.C. Two 12-mm diameter-sliding bolts will be provided on the inside.
- j. Office building Safe Area will be constructed inside the office building. CO will advise the contractor on the room selection. All Safe Area windows will be removed and masonry work used to fill the openings. Using 6 mm mil-steel; plate all walls from slab to the ceiling. The ceiling of the Safe Area will require steel plating. Anchor the continuous angles into the adjacent ceiling and floor with 3/8 in. x 3 1/2 in. (10 x 90 mm) (minimum) anchors (such as drop-in expansion anchors or Hilti-kwik bolts) at 9 in. (230 mm) o.c. Weld the steel plate continuous to the steel angle at the floor and ceiling. Special considerations for the Office Safe Area are; selecting a room with a bathroom attached emergency communications and ventilation.
- k. The drainage ditch that parallels the GSO/Office compound on the vehicle entrance façade require renovations for anti-ram protection. Improve the drainage ditch to 1 meter wide and 1 meter deep along the entire façade of the vehicle entrance. On each end of the ditch place a passive anti-ram barrier - planters. Opposite side of the road immediately inline with the vehicle access gate place four passive anti-ram barrier - planters to prevent direct vehicle access to the vehicle entrance of the GSO/Office compound.

## 7.0 SOLAR LIGHTING

- 7.1 Sidewalks and roads will have unobtrusive solar lighting such as the solar sidewalk and road lights shown at [www.lowes.com](http://www.lowes.com) Item #: 176605. The lights are simply pushed into the ground at approximately 10 foot intervals or intervals to be determined by the Contracting Officer.

## 8.0 HANDICAP ACCESS

- 8.1 The guest house, dining room, pool cabana area and at least one residential house must have handicap access.

### 8.1.1 Handicap design requirements:

- The maximum slope of a wheelchair ramp should be 1" of rise for each 12" of run.
- The maximum rise for any run is 30". The maximum run 30'.
- The minimum inside clear width of a ramp should be 36".
- Landings must be provided at the top and bottom of each run.
- The landing should be at least as wide as the ramp, and a minimum of 60" in length.
- Handrails must be provided on both sides of the ramp, between 30" and 38" above the ramp surface.
- For the bathroom design see [http://www.adaptiveaccess.com/handicap\\_bathrooms.php](http://www.adaptiveaccess.com/handicap_bathrooms.php)

## 9.0 MOBILIZATION

- 20% of the contract price will be allowed for mobilization.

- 9.0 Insurance and Bonds  
The Contractor will be required to have Insurance provided by a Company approved by USAID and with coverage specified and approved by USAID. The Contractor will provide a performance bond for the full amount of the contract. Evidence of Insurance and availability of the bond and the must be provided with the bidders proposal.
- 10.0 Contractor will provide day rates for each crew or trade which will include the daily cost of food and housing. Delays caused by the delay of materials to be supplied by USAID will be negotiated with the Contracting Officer based on these rates and evidence that the workers involved cannot be utilized elsewhere. Extra work will also be based on the provided day rates. Contractor will provide a list of the proposed staff and equipment to be used with the tender.
- 11.0 Weather. The work should be completed during the dry season and there will be no allowances for weather. A large part of the work will be indoors.
- 12.0 Liquidated Damages. If the contractor does not finish the work in the stipulated 90 days their will be a penalty of \$1,000 per day.
- 13.0 Payment. The contractor will submit an itemized statement of work done on a format approved by the Contracting Officer and with quantities approved by and agreed to by the Contracting Officer by the 1<sup>st</sup> day of each month. USAID will pay within 30 days from the time the statement is submitted and approved.
14. Retainage: 10% of the monthly estimates will be held until the end of the contract. 5% of this will be released upon satisfactory completion of the work as approved by the Contracting Officer.
15. Guarantee. The contractor will guarantee the work for a period of one year. At the end of one year the 5% remainder of the retainage will be released.

**Consumables** to be supplied by the Contractor are items used up in the construction work such as welding supplies including welding rods and gas. All tools and equipment will also be supplied by the Contractor.

**Permanent Materials** to be supplied by USAID will be the items listed on the attached estimates sheet. USAID will also supply cement, sand, rebar, and aggregate.

**ADDENDUM II** – See attached excel spread sheet – USAID JUBA RENOVATION I wo.xl



**ADDENDUM III** – See attached pdf attachment – Security fencing specifications.